

AFTER RECORDING RETURN TO:

Attn: Engineering Department
City of West Linn
22500 Salamo Road
West Linn, OR 97068

Clackamas County Official Records
Sherry Hall, County Clerk

2013-076598



\$83.00

01730897201300765980080082

11/12/2013 01:52:41 PM

NO CHANGE IN TAX STATEMENTS

D-E Cnt=1 Stn=9 COUNTER1
\$40.00 \$16.00 \$17.00 \$10.00

GRANTOR: LF 10, LLC
GRANTEE: City of West Linn ("City")

RECITALS:

1. LF 10, LLC, Grantors own residential real property legally described in Exhibit A ("Property"), which is attached and incorporated by this reference.
2. City of West Linn, a municipal corporation ("City"), installs, removes, and maintains utilities throughout the city.
3. In Ordinance 1615, adopted by the West Linn City Council on September 9, 2013, the City vacated part of its right-of-way and retained an easement on the Property to allow access to utilities in the location described in Exhibit B and shown in Exhibit C ("Easement Area"), which is attached and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PUBLIC UTILITY EASEMENT

1. Grant of Easement. LF 10, LLC, Grantors, its heirs, successors and assigns, grant and convey to the City, a permanent nonexclusive public utility easement ("Utility Easement") along the Property.
2. City's Rights. The Utility Easement shall be interpreted broadly to allow the City to use the easement for all purposes related to public utilities. The Utility Easement shall be used for ingress and egress of personnel for the purpose of constructing, reconstructing, operating, and maintaining utilities and related facilities that are above ground and underground. The City has the right to excavate, construct, install, place, lay, operate, inspect, maintain, relocate, add to, and remove underground pipelines and/or cables and related structures and facilities within the Easement Area. The City has the right to cut, trim, and remove trees or other vegetation within the Easement Area, and the right to remove other obstructions that may endanger or interfere with the construction, reconstruction, maintenance, inspection, efficient service, or removal of all or any part of its respective utility system on or from the Easement Area without the necessity at any time of procuring the consent or permission of anyone. The City has the right to enter the Easement Area at any and all times for the exercise of any of the easement rights.

3. Reservation of Rights and Limitation on Reserved Rights. Grantors reserve to themselves the right to continued use of the surface area within the Easement Area for all lawful purposes that do not interfere with, and are not inconsistent with, the City's rights granted in this Utility Easement. This reservation of rights does not include the right to build structures within the Easement Area without the City's permission, or to create other impediments to the City's easement rights.
4. Liability for Non-easement Property. The City shall be liable for any damage to non-easement property and for any failure to remove debris and leave the ground surface within Easement Area in a neat and presentable condition after each time it completes work within the Easement Area. The City shall have a reasonable time, not to exceed two weeks after notice from Grantors, to clean up the Easement Area. Notice shall be sent to City of West Linn, 22500 Salamo Road, West Linn, OR 97068.
5. Indemnification. To the extent possible under the Oregon Constitution and Oregon Tort Claims Act, Grantor shall defend and indemnify the City, its officers, employees, and agents (collectively "City Parties"), against any and all claims, demands, liabilities, judgments, awards, fines, liens, losses, damages, and expenses of any kind, including attorneys' fees at trial or on appeal (collectively "Claims"), related to this Agreement and arising either directly or indirectly from and to the extent of, any act, error, omission or negligence of Grantor, its employees, contractors, licensees, or agents in Grantor's use of the Easement Area. Nothing in this Agreement, City's approval of plans and specifications, or inspection of work is an acknowledgement of responsibility or liability unless otherwise provided by applicable law.
6. Grantor's Warranty. Grantor covenants that it has the right to convey this Utility Easement to the City and to provide quiet possession to the City.
7. Breach - Remedies - Equitable Relief. Grantors acknowledge that the rights granted to the City are unique in that money damages alone for breach of this Utility Easement by Grantors are inadequate, and that the City may bring an action at law or a suit in equity to obtain relief, including specific performance, injunctive relief and any other available equitable remedy.
8. Legal Effect. This Utility Easement shall become effective and binding on the date signed by the Grantors and inure to the benefit of Grantors and the City, and their respective heirs, personal representatives, successors and assigns. This Utility Easement shall run with the land.
9. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Utility Easement, the prevailing party shall be entitled to recover from the other party such sums as the court may determine are reasonable as attorneys' fees at trial, or on appeal of such suit or action, in addition to all other sums provided.
10. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Utility Easement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; however, the provision of this Utility Easement, which is affected shall be curtailed and limited only to the extent necessary to bring it

within the requirements of the law, and all other provisions of the Utility Easement shall remain in effect.

11. Waiver. Failure of either party at any time to require performance of any provision of this Utility Easement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

This easement is granted this 4th day of November, 2013.

GRANTOR;

LF 6 LLC, an Oregon Limited Liability Company

BY: VERGEPOINT CAPITAL FUND XVI, LP, A DELAWARE LIMITED PARTNERSHIP, ITS MANAGER

BY: VCFGF XVI, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: VCJT, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: _____

Scott Roberts, Manager

BY: _____

Matthew Vance, Manager

BY: _____

Jeffrey D. Smith, Manager

STATE OF OREGON)

) ss.

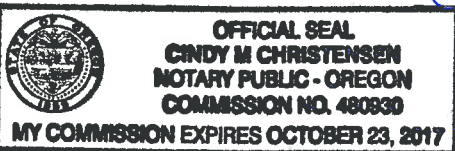
County of Clackamas)

This instrument was acknowledged before me on November 4, 2013 (date) by Scott Roberts, Manager, VCJT, LLC, an Oregon LLC, Sole Member VCFGP XVI, LLC, General Partner of Vergepoint Capital Fund XVI, LP, Manager of LF 6 LLC, and he acknowledged the foregoing instrument to be his voluntary act and deed.

Cindy M Christensen

Notary's Signature

My Commission Expires: 10-23-2017



STATE OF OREGON)

) ss.

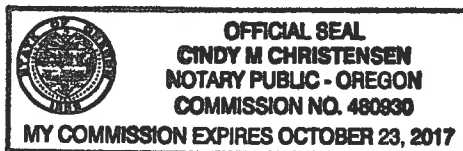
County of Clackamas)

This instrument was acknowledged before me on November 4, 2013 (date) by Matthew Vance, Manager, VCJT, LLC, an Oregon LLC, Sole Member VCFGP XVI, LLC, General Partner of Vergepoint Capital Fund XVI, LP, Manager of LF 6 LLC, and he acknowledged the foregoing instrument to be his voluntary act and deed.

Cindy M Christensen

Notary's Signature

My Commission Expires: 10-23-2017



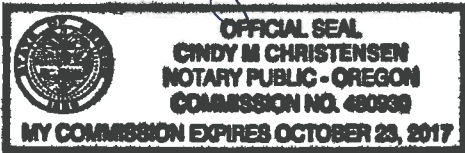
STATE OF OREGON)

) ss.

County of Clackamas)

This instrument was acknowledged before me on November 4, 2013 (date) by Jeffrey D. Smith, Manager, VCJT, LLC, an Oregon LLC, Sole Member VCFGP XVI, LLC, General Partner of Vergepoint Capital Fund XVI, LP, Manager of LF 6 LLC, and he acknowledged the foregoing instrument to be his voluntary act and deed.

Cindy M Christensen



Notary's Signature

My Commission Expires: 10-23-2017

This Utility Easement is hereby approved by the City of West Linn, Oregon.

Christopher Jordan
Christopher Jordan, City Manager

STATE OF OREGON)

) ss.

COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on November 5, 2013, by Christopher Jordan, City Manager for the City of West Linn, a municipal corporation, on behalf of the City.



Kathleen Mollusky

Notary Public for Oregon

My commission expires: 10-26-14

Exhibit "A"

A part of Lots 8 and 9, WEST LINN HEIGHTS, according to the duly recorded plat thereof, and also part of the Samuel W. Shannon Donation Land Claim No. 70, in Township 2 South, Range 1 East, of the Willamette Meridian, in the City of West Linn, County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest corner of WEST LINN HEIGHTS, according to the duly recorded plat thereof; thence South along the West line of said WEST LINN HEIGHTS, 105.5 feet to a point; thence East 30 feet to an iron pipe and the true point of beginning of the tract herein to be described; thence North parallel with the West line of WEST LINN HEIGHTS, 208.8 feet to an iron pipe; thence East 208.8 feet to an 1/2 inch iron pipe; thence South parallel with the West line of WEST LINN HEIGHTS, a distance of 208.8 feet to a 3/4 inch iron pipe; thence West 208.8 feet to the true place of beginning of the tract herein described.

EXCEPTING THEREFROM the South 15 feet as conveyed to the City of West Linn, for road purposes, by Deed recorded May 17, 1962, Book 603, Page 736.

AND FURTHER EXCEPTING THEREFROM that portion conveyed to the City of West Linn, for road purposes, by Deed recorded February 22, 1978, Recorder's Fee No. 78-7275.

EXHIBIT "B"

LEGAL DESCRIPTION OF 10' PUBLIC UTILITY EASEMENT

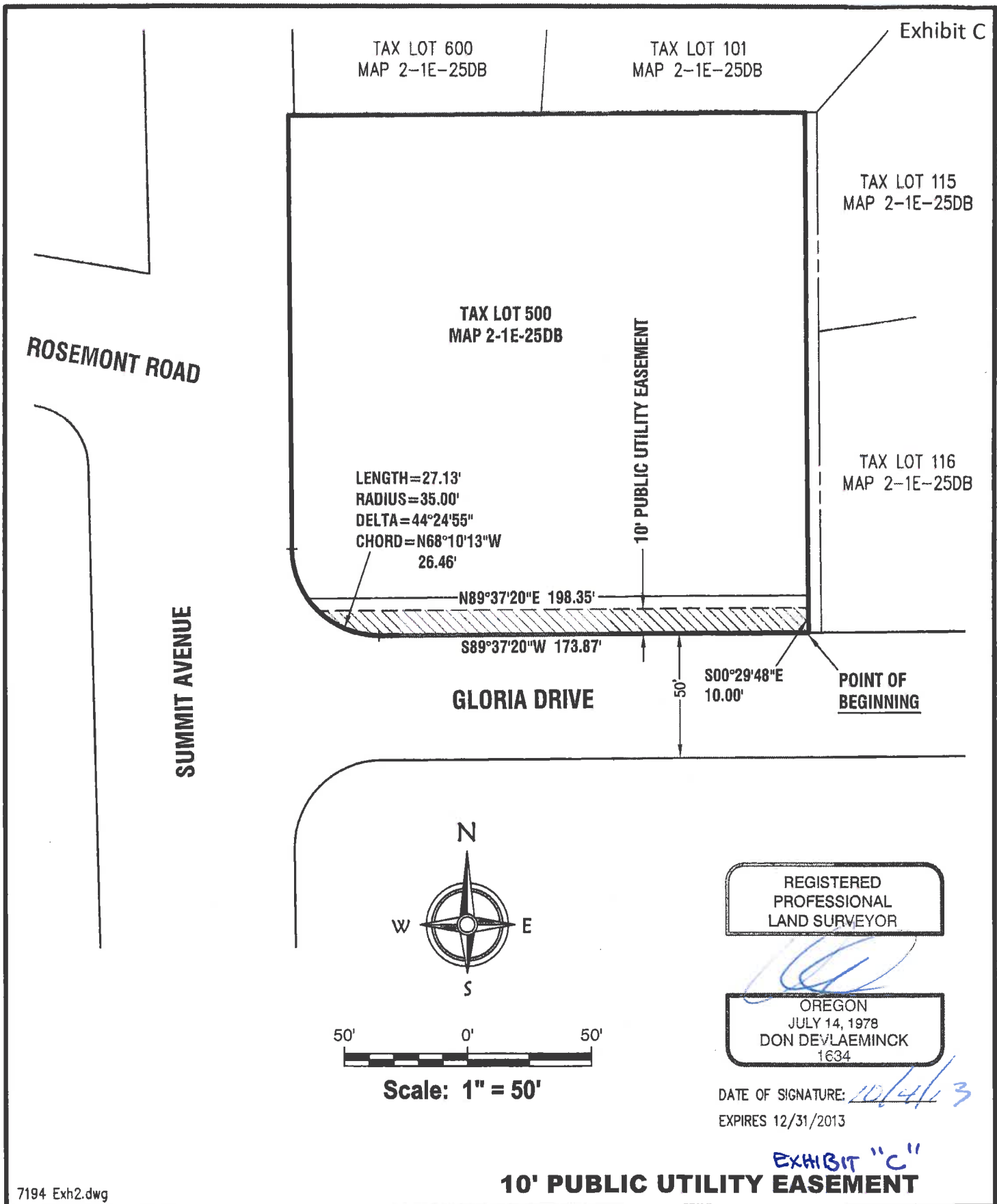
A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE CITY OF WEST LINN BY DEED RECORDED IN BOOK 603, PAGE 736, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID CITY OF WEST LINN TRACT SOUTH 89°37'20" WEST 173.87 FEET TO THE EAST LINE OF THAT SECOND TRACT OF LAND CONVEYED TO THE CITY OF WEST LINN BY DEED RECORDED AS DOCUMENT NUMBER 78-7275, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID SECOND TRACT 27.13 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST THROUGH A CENTRAL ANGLE OF 44°24'55" (LONG CHORD BEARS NORTH 68°10'13" WEST 26.46 FEET); THENCE PARALLEL WITH AND 10.00 FEET FROM THE AFOREMENTIONED SOUTH LINE OF SAID CITY OF WEST LINN TRACT DESCRIBED IN DEED RECORDED IN BOOK 603, PAGE 736, CLACKAMAS COUNTY DEED RECORDS, NORTH 89°37'20" EAST 198.35 FEET TO THE EAST LINE OF SAID CITY OF WEST LINN TRACT; THENCE ALONG SAID EAST LINE SOUTH 00°29'48" EAST 10.00 FEET TO THE POINT OF BEGINNING.

BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE SOUTH LINE OF ROSEMONT ROAD, AS ESTABLISHED BY AND SHOWN ON PARTITION PLAT NO. 1998-89, HAVING A BEARING OF NORTH 80°22'33" WEST. THIS STATEMENT IS AN OFFICIAL PART OF THIS DESCRIPTION.



DATE OF SIGNATURE: 12/1/2013
EXPIRES 12/31/2013



7194 Exh2.dwg

engineering surveying planning
COMPASS ENGINEERING
4107 SE International Way, Suite 705 503.653.9093
Milwaukie, Oregon 97222 www.compass-engineering.com

LOCATED IN THE SE 1/4 SECTION 25,
T.2S., R.1E., W.M., CITY OF WEST LINN,
CLACKAMAS COUNTY, OREGON

8